Engiby sàrl
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General Conditions for Supply of Software

Application
The present conditions are the only ones in force. Any modification of the present conditions must be accepted in written by ENGIBY.

Non-exclusive License
If not stated specifically, the supply of any Software is considered as non-exclusive license. The Buyer has the non-exclusive right to use the Software on its devices only. ENGIBY keeps the right to adapt and extend the Software capabilities and to report it on a reference list.

License
The invoice sent by ENGIBY with the Software is considered as the license. The utilization rights for use and resale are stated on the invoice.

Backup of Software
For safety reasons, the Buyer must keep the original Software on an appropriate support in a safe place. In emergency cases, ENGIBY has the right to require the original Software or a copy of it.

Software Integrity
The Buyer has not the right of modifying or developing the internal components of the Software (reverse engineering), nor translating it in another code or dissociating it into parts.

Restrictions and Technical Incompatibilities
Even if no technical reason has been detected in advance, ENGIBY cannot warranty the absolute functioning of any software. Restrictions or technical incompatibilities with some components delivered by the customer itself or third parties cannot be excluded. In this case, for specific development, ENGIBY keeps the right of stopping the development and invoicing the invested time. For standard software, ENGIBY keeps the right of withdrawing the software and paying back the already received amount after deducting the eventual cost for analysis of the incompatibility.

Warranty
Are considered as manufacturing defaults, differences compared to characteristics stated in the documentation that can be proved by the Buyer.

Diagnostic and defaults suppression under warranty will be made according to ENGIBY's decision either at Buyer site or by reproducing the problem at ENGIBY. In the last case, the Buyer must assist ENGIBY and provide any requested information when reproducing the problem. In any case, the Buyer must provide a precise report of the defaults with its circumstances, effects and consequences. The Buyer shall follow ENGIBY's instructions for

establishing such report. Further documents and information able to help finding out the defaults and its elimination shall be put at disposal of ENGIBY.

For Software where the Buyer supplies, uses or develops an extension via interface, the Software is warranted up to the interface. Any utilities, firmware and operating systems provided by third party and not delivered by ENGIBY are also considered as interface. Conceptual failure or bad specification, as well as inappropriate installation or configuration of such interfaces is not under ENGIBY's warranty.

ENGIBY shall remedy defects and deliver a corrected Software version. Until final delivery of the corrected version, ENGIBY shall put at disposal an appropriate solution at reasonable cost.

If the default is not eliminated in a reasonable time or not corrected in an acceptable way, the Buyer may claim for price reduction. The warranty time is 12 months from delivery date.

All other warranty rights are excluded except if ENGIBY is responsible due to negligence or absence of promised quality.

Claim for Damages
In the event that ENGIBY is responsible, and as a result the Buyer is prevented from using the Software for the purpose for which it is intended, if the Buyer can reasonably establish that he has suffered direct damage due to the delay, he may claim damages of 0.5% for every complete week of delay, up to a total of 5% of the price of the Software.

ENGIBY shall not be responsible for delays for reasons such as mobilization, war, revolt, strike, lockout, or natural disaster. The claim enters into force 4 weeks after the delivery time stated in written by ENGIBY.

Liability
The insurance for any damage of any kind using the Software is responsibility of the buyer. ENGIBY shall not be liable for any damage to material or injury to person using correctly or incorrectly the Software. No claim for damages or injuries of any kind shall be made to ENGIBY.

Assignment, Law
The place of jurisdiction shall be Fribourg, Switzerland and the governing law shall be the law of Switzerland.